

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
SERVICE LEAGUE OF SAN MATEO COUNTY**

THIS SECOND AMENDMENT is entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Service League of San Mateo County, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on December 4, 2007, the parties hereto under Resolution 069130 entered into an agreement, (the "Original Agreement"), for the furnishing of alcohol and drug services by Contractor to County as set forth in that Agreement; and

WHEREAS, on August 5, 2008, the parties hereto under Resolution 069612 amended the Original Agreement to incorporate Bay Area Network Services (BASN) in the amount of \$39,055; Co-occurring services in the amount of \$17,355; and a Cost of Living Adjustment (COLA) in the amount of \$11,757, for a new maximum obligation of \$655,996, with no change to the term, January 1, 2008 through June 30, 2009; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to reduce the maximum amount by \$25,712 for a new maximum obligation of \$630,284, with no change to the term, January 1, 2008 through June 30, 2009.

NOW, THEREFORE, the Original Agreement is hereby amended to read as follows:

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this Agreement shall not exceed SIX HUNDRED THIRTY THOUSAND TWO HUNDRED EIGHTY-FOUR DOLLARS (\$630,284), for the contract term.

2. Exhibit A1 – Description of Services is hereby deleted in its entirety and replaced with Exhibit A2 - Description of Services, attached hereto.
3. Exhibit B1 – Payment and Monitoring Procedures, is hereby deleted in its entirety and replaced with Exhibit B2 – Payments and Rate of Payments, attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. The Flat Rate Agreement between the parties dated December 4, 2007, as amended on August 5, 2008, is hereby amended as set forth herein.
2. This Second Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this Second Amendment shall continue to be binding on all parties hereto.

This Second Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated December 4, 2007, as amended on August 5, 2008, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Second Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this First Amendment.

COUNTY OF SAN MATEO

By: _____
Mark Church, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SERVICE LEAGUE OF SAN MATEO COUNTY

Mike Nevin, Executive Director

Signature

Date: _____

**EXHIBIT A2 – DESCRIPTION OF SERVICES
SERVICE LEAGUE OF SAN MATEO COUNTY**

I. Flat Rate NEGOTIATE RATE CONTRACT (NRC)

Contractor will provide the following alcohol and drug treatment and recovery services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Agreement. Contractor will give priority admission to San Mateo County residents. Contractor will provide the following services to consumers, who meet Alcohol and Drug Services (AOD) treatment and recovery services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. Priority Populations, Modalities, and Programs

The base of the funds must be used to serve priority population consumers.

Specifically:

1. 85% of annualized flat rate base funding must serve consumers from one or more of the priority populations identified in Strategic Directions 2010.
2. 15% of the flat rate base funding is discretionary.
3. 100% of the Strategic Directions 2010 funding in the amount of \$238,680 shall be used to fund services for consumers in the four priority populations as outlined in the Strategic Directions 2010.

Units of Service January 1, 2008 – June 30, 2009

Modalities / Priority Populations	Capacity/ Individuals Served*	Units of Service (UOS)- Staff Available Hours (SAH) Bed Days (BD)
Residential / (Perinatal, Homeless, Criminal Justice)	Capacity: 19 Individuals: 39	# of BD: 6,422
Treatment Readiness / (Adult)	Individuals: 466	# of SAH: 931

Priority Population Funding: UOS Breakdown

Funding Type / Modality	Total Units of Service (UOS)	Priority Population (UOS)	Priority Population (UOS %)	Allowable Discretionary (UOS)	Allowable Discretionary (UOS %)
Flat Rate Base Funding Units of Service / (Residential)	3,836 (BD)	3,261 (BD)	85%	575 (BD)	15%
Flat Rate Base Funding Units of Service / (Treatment Readiness)	931 (SAH)	791 (SAH)	85%	140 (SAH)	15%
Strategic Directions 2010 Funding / (Residential only)	2,586 (BD)	2,586 (BD)	100%	0	0%
TOTAL					
* Residential	* 6,422 (BD)	* 5,847 (BD)	91.04%	* 575 (BD)	8.96%
**Treatment Readiness	** 931 (SAH)	** 791 (SAH)	85.0%	** 140 (SAH)	15.0%

B. System-wide Improvements

Contractor is encouraged to use the Network for Improvement of Addiction Treatment (NIATx) process in the implementation of its Quality Improvement (QI) Plans. Contractor's quality improvement program shall be a continuous cycle, which is driven by data and involves input from staff and other stakeholders.

1. Consumer Outcomes

- a. By March 30, 2008 Contractor will attend and participate in at least one performance and QI training provided by Alcohol and Other Drug Services (AOD).
- b. Following the training, Contractor will develop an action plan that focuses on at least one client outcome. The plan should:
 1. Identify the specific problem.
 2. Identify the root cause(s) of the problem.
 3. Determine the data to measure future progress.
 4. Design an implementation plan with milestones and timeline.
- c. Contractor is required to have a QI process in place and submit a description to AOD no later than June 30, 2008.
- d. Contractor will provide quarterly updates on the progress and outcomes of current QI plan.

2. Alcohol and Drug Services Policy

Contractor will implement Medication Policy, Narcotic Replacement Therapy Policy, and Relapse Policy by January 1, 2008.

3. Staffing

Beginning January 1, 2008, Contractor will provide a staff roster and annual updates including progress toward meeting the Department of Alcohol and Drug staff certification requirements. Updates should include the following information for each staff person providing direct services:

- a. Hire date;
- b. Current degrees or certificates; and
- c. Progress towards certification and expected completion date.

4. Best Practices

- a. By July 31, 2008, Contractor will identify the current practices which align with an established best practice.
- b. By December 31, 2008, staff members will attend at least four trainings or workshops per year. The priorities for training will include Methamphetamine use, Co-occurring Disorders, HIV/AIDS and Hepatitis Education, and Motivational Interviewing.
- c. Contractor will provide a quarterly update on the progress towards the implementation of these trainings.

5. Consumer Input

- a. Consumers will be involved in their treatment plans.
- b. Contractor will evaluate consumer feedback and utilize the NIATx process to improve quality services.
- c. Contractor will implement standardized consumer satisfaction surveys by following the guidelines as identified in the AOD Policy and Procedure Manual.

6. Continuum of Care

Contractor will involve consumers in a treatment plan that includes a continuity of care plan beginning with the initial assessment focusing on the consumer's resources, issues, and strengths. The plan will be evaluated and evolve during the course of the consumers engagement with the Contractor. The plan and the modifications will be documented in the consumers file. Contractor will also document referrals and linkages to other services and providers.

7. Co-occurring Disorders

- a. Contractor will continue participation as a Change Agent and will attend and participate in all of the activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) treatment capability.
- b. Based on Contractor self-assessment utilizing the COMPASS (Comorbidity Program Audit and Self-Survey for Behavioral Health Services), Contractor will continue implementation of COMPASS action plan. Contractor will provide quarterly progress on implementation.

C. Capacity Building

1. Contractor will work in partnership with AOD to study the viability of billing under Drug Medi-Cal and 3rd party payer.
2. Contractor will document and track consumers who are CalWORKS eligible.

D. Technical Assistance Needs

AOD will offer consultation, technical assistance, and training to assist Contractor in implementing System-wide Improvement and capacity building activities.

II. BAY AREA SERVICES NETWORK (BASN) FUNDED - Description of Services

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

A. BASN Residential Alcohol and Drug Treatment Units of Service:

1. Admit a minimum of one (1) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.
2. Contractor will provide a maximum of one hundred eighty (180) days of BASN residential treatment per program participant per year for the term of the Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services. Contractor will provide a maximum of three hundred sixty-five (180) bed days of BASN residential treatment per year.

III. COUNTY Funded Residential Services for Clients with Co-occurring Disorders

Contractor will provide the following Co-occurring services at mutually agreed upon location(s) in San Mateo County. Contractor will possess and maintain the appropriate licensure and/or certification required to provide the services described below. Contractor will participate in planning, training, and implementation of the System of Care development for Co-occurring Disorders in San Mateo County. Payments under this Agreement must directly support services specified in this Agreement. Services

will be culturally and language appropriate for the population specified in the proposal of services provided by the Contractor to San Mateo County Mental Health and Alcohol and Drug Services.

A. Contractor will provide the following County Funded Ancillary Services:

1. Contractor will provide State Certified counselors, experienced with co-occurring disorders.
2. Contractor will train eight (8) staff in Dual Diagnosis treatment in order to provide case management to the dually diagnosed clients.
3. Contractor will provide four hundred and eight four (484) staff available hours for the Sixteen (16) month contract period.
4. Contractor will serve 17 outpatient clients with an additional half-hour (.50) of case management per week.
5. Contractor will meet the needs of the clients by working in collaboration with the County Mental Health staff.
6. Direct client services are not provided under this contract, however it is expected that dual diagnosis clients will receive the following services under alternate funding sources:
 - a. Individual therapy;
 - b. Group counseling;
 - c. Primary Case Management;
 - d. Treatment Planning Consultation;
 - e. Ancillary supportive services; and
 - f. Random urine and drug screens for all program participants.
7. Contractor will maintain the client standards set forth in the NNA/County Flat Rate Agreement.
8. Contractor will provide quarterly reports delineating progress on the implementation of these goals.

EXHIBIT B2
Payments and Rate of Payments
SERVICE LEAGUE OF SAN MATEO COUNTY

I. FLAT RATE NRC

All payments under this Agreement must directly support services specified in this Agreement. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the Alcohol and Other Drug Policy and Procedure Manual.

A. Payments:

In full consideration of the services provided by Contractor in Exhibit A, the total amount for alcohol and other drug treatment services provided through this Agreement is FIVE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-NINE DOLLARS (\$587,829).

B. Rate of Payments:

County will pay Contractor the total contract amount in eighteen (18) monthly payments in the manner as outlined in the charts below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Manual.

January 1, 2008 - June 30, 2008

Services	Funding amount	Monthly amount	Units of Service (UOS) BD or SAH	Rate	# clients to be served	Slots
NRC Adult -Residential	\$66,848	\$11,141	786	\$85.00	4	2
County Adult- Residential	\$27,821	\$4,637	327	\$85.00	2	1
NRC Perinatal	\$15,512	\$2,585	165	\$94.00	1	0
Treatment Readiness -Adult	\$7,762	\$1,294	310	\$25.00	155	
Strategic Directions 2010 Funding - Perinatal	\$49,500	\$8,250	527	\$94.00	6	3
Strategic Directions 2010 Funding - Criminal Justice	\$28,500	\$4,750	335	\$85.00	2	1
TOTAL	\$195,943				170	7

Summary of Funding for Priority Populations FY 2007-08

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$235,886	\$200,503	85%	\$35,383	15%
Strategic Directions 2010	\$156,000	\$156,000	100%	0	0%
TOTAL Funding	\$391,886	\$356,503	90.97%	\$35,383	9.03%

July 1, 2008 - June 30, 2009

Services	Funding amount	Monthly amount	UOS BD or SAH	Rate	# clients to be served	Slots
NRC Adult -Residential	\$137,707	\$11,476	1573	\$87.54	9	4
County Adult- Residential	\$57,311	\$4,776	655	\$87.50	4	2
NRC Perinatal	\$31,955	\$2,663	330	\$96.83	2	1
Treatment Readiness -Adult	\$15,990	\$1,332	621	\$25.75	310	
Strategic Directions 2010 Funding - Perinatal	\$101,970	\$8,498	1053	\$96.84	6	3
Strategic Directions 2010 Funding - Criminal Justice	\$58,710	\$4,893	671	\$87.50	4	2
TOTAL	\$403,643	\$17,385	4903	\$82.33	334	12

Summary of Funding for Priority Populations FY 2008-09

Funding Type	Total Funding Allocation	Priority Population Funding	Priority Population %	Allowable Discretionary Funding	Allowable Discretionary %
Annual Flat Rate	\$242,963	\$206,518	85%	\$36,444	15%
Strategic Directions 2010	\$160,680	\$160,680	100%	0	0%
TOTAL Funding	\$403,643	\$367,198	90.97%	\$36,444	9.03%

C. Required Fiscal Documentation:

1. Contractor's annual budget and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the Alcohol and Other Drug Policy and Procedure Manual.

II. Bay Area Services Network (BASN)

These services will be paid on a Fee for Service basis only. County will pay Contractor's monthly payment within 30 days, upon timely submission of invoice and reports as outlined in the Alcohol and Other Drug Services Policy and Procedure Manual.

A. Payments and Rate of Payments:

In full consideration of the BASN alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner as outlined in the chart below:

July 1, 2008 – June 30, 2009

	Annual Maximum Amount	Units of Service (Bed Days)	Rate
Residential	\$13,345	180	\$85.00

III. County Funded Residential Services for Clients with Co-occurring

All payments under this Agreement must directly support services specified in this Agreement.

A. Payments and Rate of Payments:

In full consideration of the Co-occurring alcohol and drug treatment services provided by Contractor pursuant to this Agreement and subject to the provisions of Paragraph 3 of the body of this Agreement, County shall pay Contractor in the manner as outlined in the chart below:

Fiscal Year	Authorized Contract Amount	Monthly Amount
FY 2008-09	\$ 17,355	\$ 1,446
Total Maximum Contract Obligation	\$ 17,355	\$ -

Attachment 3 County of San Mateo Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Service League of San Mateo County	Phone:	(650)364-4664
Contact Person:	Mike Nevin	Fax:	(650)365-6817
Address:	727 Middlefield Road Redwood City, CA 94063		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title